

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

DISTRICT COURT
CIVIL ACTION NO. 03-12589 GAO

M² CONSULTING, INC.,)
)
Plaintiff,)
)
v.)
)
MRO SOFTWARE, INC.,)
)
Defendant.)

PLAINTIFF M² CONSULTING, INC.'S AUTOMATIC DISCLOSURE
PURSUANT TO LOCAL RULE 26(a)

Pursuant to Fed. R. Civ. P. Rule 26 and Local Rule 26(a), Plaintiff M²
Consulting, Inc. ("M²Consulting" or "Plaintiff") hereby discloses the following:

A. Witnesses

M²Consulting is aware of the following individuals who are likely to have
discoverable information that it may rely upon to support its claims or defenses:

<u>Individual</u>	<u>Area of Information</u>
Rick Bevington	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Thayer Stewart	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Dave Bigler	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel

Tom Schulte	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Chip Drapeau	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Ted Williams	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Bob Parker	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Ray Miciek	Knowledge regarding formation of agreements between M ² Consulting and MRO and/or confirmation of agreements by MRO personnel
Nancy Gilroy	Knowledge regarding existence of agreements between M ² Consulting and MRO
Milton Bevington	Knowledge regarding existence of agreements between M ² Consulting and MRO

B. Documents and Tangible Things

M²Consulting believes that the following documents may contain information that it may use to support its claims or defenses, which documents are presently in the possession of M²Consulting and or its counsel and will be made available for inspection or copying upon written request:

1. Letters and e-mail correspondence between M²Consulting and MRO regarding the creation and existence of agreements between M²Consulting and MRO.

C. Computation of Damages

M²Consulting alleges that MRO agreed with and made repeated representations to M²Consulting that MRO would affirmatively market M²Consulting's Maximo Internet hosting capabilities through MRO's North American sales force, and that as a result of M²Consulting's reasonable reliance on MRO's promises, M²Consulting took actions and forbore from other actions to its detriment, including but not limited to (1) the 2002 Internet Hosting Agreement; (2) expending more than \$1,000,000 in furtherance of the parties' joint efforts and in preparation for the sales initiative and the resultant work therefrom; (3) sharing confidential and proprietary business information with MRO; and (4) forbearing from the opportunity to sell M²Consulting to an interested third party during this period. As a result, M²Consulting is entitled to damages for promissory estoppel, unjust enrichment, fraud, and violation of G.L. c. 93A. M²Consulting cannot yet provide an exact computation of the damages, and but M²Consulting and/or its counsel have in their possession the documents and/or other evidentiary materials on which the computation of damages will be based.

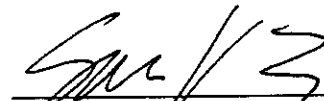
D. Insurance

M²Consulting does not have any insurance agreement under which it may collect

or satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

M²Consulting, Inc.

By its attorneys,



Michael C. Fee (BBO #552796)

Sabrina K. Lanz (BBO #567392)

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing was served upon the following counsel of record on this 9th day of July 2004, by first class mail, postage pre-paid:

Lee T. Gesmer, Esq.
Lucash, Gesmer & Updegrove, LLP
40 Broad Street
Boston, MA 02109


Sabrina K. Lanz